

Project No: 4178

Project Name: Great Mall Parkway and Tasman / I880 Capacity Improvements

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AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this _____ day of _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Korve Engineering (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for Great Mall and Tasman / I880 Capacity Improvements project, (Project No. 4178), on October 25, 2001; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services including revision to the project plans to accommodate the VTA work within the project area since the 95% plans were submitted and the preparation of a PSR/PR report for submittal to Caltrans for Great Mall and Tasman/I880 Capacity Improvements Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on June 1, 2005.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "A-1", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-1" shall be \$27,000.00 as outlined in Exhibit B-1, "Fee Estimate".

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated October 25, 2001, between Korve Engineering and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

Exhibit A-1

06 April 2004

Julie Waldron
City of Milpitas Engineering Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

Project: #4178 – Great Mall Parkway / I-880 Capacity Improvements

Exhibit A-1: Scope for Additional Work Items

Julie:

Per the City's request at our meeting last Friday, Korve Engineering, Inc. (KORVE) is pleased to submit this scope and fee estimate for additional services as they relate to the Great Mall Parkway / I-880 Capacity Improvement Project.

As you are aware, Korve Engineering, Inc. submitted 100% plans, specifications and estimate for final review and comments on January 26, 2004. We have completed the majority of tasks in the scope and are approximately 95% complete with the original contract. The remaining tasks we anticipate from this point to the end of the contract are, in general, final utility coordination and notices, response to 100% submittal comments, and printing of final bid documents.

Since the submission of 100% documents, events have occurred that have either affected our original budget, or have potential impact to the remaining budget. While we have accommodated some of the additional items under our current budget, we are exhausting this budget on the additional items at the expense of the original scope items. We understand that the project is on a compressed schedule. It is our intent to assist the City in their best interests while providing appropriate budget for the required services. Based on our understanding of the current direction, and as requested during the course of design, we have identified the items below as outside our original scope. We appreciate your consideration to expand our contract scope and budget to add the following items:

A.1.0 – Additional Project Management and Meetings – Our contract for design services was expected to be complete approximately two months after submittal of the 95% PS&E in April 2002. The duration of the project has now been extended through December 31, 2004, per the City's request. Our budget estimate for this includes attendance at progress meetings every other week, for a total of twenty (20) meetings for a total of three (3) hours per meeting. The estimate of hours includes preparation, attendance, meeting notes and travel time. It is assumed that the Project Supervisor will attend every 3rd meeting, or a total of six (6) meetings. We anticipate some overlap of meeting attendance with the Right Turn Lane at Abel/Calaveras contract, which has been taken into account when determining the meeting duration in this fee calculation. In addition the budget estimate includes an extension of project management tasks in our original scope.

B.2.1 – Incorporation of 237/880 Interchange Stage C Design – Our 95% design in April 2002 was based on constructing the additional left turn lane on the southbound I-880 off ramp using the existing ramp alignment. At that time it was envisioned that improvements constructed under the City's contract would take place before the adjacent work by VTA. When the project was resurrected in December 2003, the 237/880 Interchange reconstruction was well underway, specifically adjacent to the City's contract, and we were directed to incorporate the VTA's plans into our design.

A.2.2 – Incorporation of 237/880 Interchange Stage C Change Order – As part of the current construction work at the 237/880 interchange, the City has indicated that a change order was issued to the VTA contractor to delete the retaining wall along the southbound I-880 off ramp and to grade the embankment slope. Based on the revised VTA plans we received on March 15, this change order shortens our left turn lane by approximately 150 feet. We will revise our layout and striping drawings to show the truncated lane, and revise the level of service calculations to account for the shortened left turn lane.

A.2.3 – Incorporation of VTA Tasman LRT Signal As-Built – The original design to the traffic signal modifications at both the northbound and southbound I-880 ramps was prepared prior to the construction of the VTA Tasman LRT extension. Because the VTA work is now constructed, we have been directed to incorporate the new LRT signals into our signal plans. We will update the signal modification drawings at both the northbound and southbound ramps to reflect the installation of the VTA LRT signals.

A.3.1 – Change from Encroachment Permit process to PSR – Our original scope was based on the project being approved by Caltrans through the Encroachment Permit process. Transitioning the project from Caltrans Encroachment Permit project to a Project Study Report/Project Report process requires additional work effort that was not part of our original scope and budget.

The level of our involvement in the PSR preparation is limited to supplying design information on the short PSR form for Local Rehabilitation provided by the City and suggested for use by Caltrans. Information to be supplied will be limited to design and traffic information already obtained or analyzed under the original scope of work. No further analysis or design is assumed to be required. Items from the previously submitted construction cost estimate will be reorganized as necessary to fit the format of the PSR. It is assumed that the City will provide cost estimates for environmental studies, permits, PS&E preparation, right of way, and administrative costs.

Need and purpose statements, development and analysis of alternatives, accident analysis, traffic operations analysis, environmental analysis, and other items commonly included in a full-scale PSR process are assumed to not be required and are not included in this revised scope of work. It is also assumed that the drawings will remain in US customary units, and conversion to metric units is not required. It is assumed that the 100% plan submittal will accompany the PSR short form in lieu of the requested attachments and no other exhibits will be prepared. The fee estimate includes two (2) meetings with Caltrans to discuss the prepared PSR short form.

Ms. Julie Waldron
06 April 2004
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Please find attached a fee estimate (Exhibit A) that itemizes the additional cost of each of the items described above. We have identified the total estimated fee for these additional services to be **\$26,020**.

We appreciate your prompt attention to this matter, and are available to speak with you regarding any questions or concerns you might have.

Sincerely,
Korve Engineering, Inc.

Linda D. Rimbach, PE
Civil Group Leader

cc: Tom Yousch, Swinerton Management

Korve Engineering
Korve Project: 801110x0

City of Milpitas
Project #4178 - Great Mall Pkwy / I-880 Capacity Improvements

Exhibit B-1: Fee Estimate

Task	Description	Estimated Labor Hours			Total Hours	Total Cost	
		Proj Supr	PM/PE	Design/CAD			
<i>Additional Work Projected to End of Contract</i>							
A.1.0	Project Management and Meetings	23	79		102	\$ 12,700.00	
A.2.2	VTA 237/880 CCO - Shorten LT Lane		12	24	36	\$ 3,480.00	
A.2.3	VTA Tasman LRT Signals		8	24	32	\$ 3,000.00	
A.3.1	Encroachment Permit to PSR	2	20		22	\$ 2,680.00	
					192	\$ 21,860.00	Subtotal
<i>Out of Scope Work Performed to Date</i>							
B.2.1	Incorporate 237/880 Design into Plans		18	24	42	\$ 4,200.00	
					42	\$ 4,200.00	Subtotal
Total Hours		25	137	72	234	\$ 26,060.00	Total
Rates		\$ 140.00	\$ 120.00	\$ 85.00			